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SCHER & SCHER, P.C.

Michael J. Halberstam, Esq.
June 3, 2004
Page 4

shall terminate the rights of the Purchaser to Occupy the Premises. There will be a five (5) day cure period after notice is received via FAX (written machine confirmation shall be conclusive evidence of receipt).

Purchasers agree that except for the willful default of the Seller in refusing to close, they will not file a Notice of

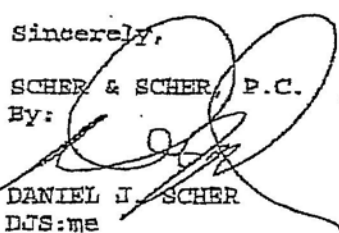
Pendency or other lien against the Property in connection with a lawsuit or otherwise. In connection with the Occupancy Agreement, they will execute a document in recordable form to that effect. Thereafter if they do file such a Notice of Lien which Sellers are successful in having vacated, the shall be additionally liable to the Seller for the additional liquidated amount of \$100,000.00 per month for each month or portion thereof that the lien or notice remains of record together with attorneys fees incurred.

The Occupancy agreement will contain usual and customary provisions and the parties agree to work fairly and in good faith towards such an agreement and to resolve any issues that may arise and are not addressed by an agreement.

Sincerely,

SCHER & SCHER, P.C.

By:


DANIEL J. SCHER
DJS:me

Terms agreed and acknowledged:
Laufer & Halberstam, LLP
By:

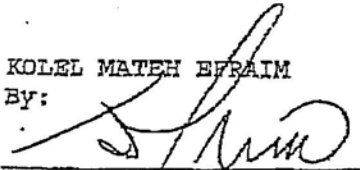
Michael J. Halberstam, Esq.

Approved and agreed:

HELEN-MAY HOLDINGS, LLC
By:

IRENE GRIFFIN, Mng. Member
Seller

KOLEL MATEH EFFRAIM
By:



JACOB LEFKOWITZ, President
Assignee of Purchaser

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Seller

KOLEL MATEH EFFRAIM
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JACOB LEFKOWITZ, President
Assignee of Purchaser

6-4-04; 2:52PM ;

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